

IT Professional Technical Services
Master Contract Program T#902TS

Statement of Work (SOW) For Technology Services
Issued By

DEED - Minnesota Department of Employment & Economic Development
Project Title: FileNet Project and Support Services

Service Categories

Analyst – Technical
Architecture Planning & Assessment – Technical
Server – Support

Business Need

The State of Minnesota's Office of Enterprise Technology (d/b/a MN.IT), on behalf of DEED, is issuing this Statement of Work (SOW) to secure the services of a FileNet vendor / FileNet technicians to provide remote support for the Unemployment Insurance (UI) FileNet installations in Production, Test/Acceptance and Integration environments. These services must be performed by a vendor/technician who is an IBM Partner with approved certifications for providing FileNet implementation and support services. While MN.IT has a FileNet technical support team in-house, they will look to the selected vendor to partner with them and function in a consultative manner as an expert in FileNet, and to provide technical support and advise on best practices for maintenance and upgrades to the FileNet installations for Unemployment Insurance.

All work will be completed at 332 Minnesota St. E#200, St. Paul, MN 55101

Project Deliverables

MN.IT anticipates establishing a bank of hours which the vendor will draw against to deliver the following:

1. Conduct an initial investigation of current FileNet environments to become familiar with environments, installation and configurations. Recommend any initial changes based on best practices.
2. Develop a documented FileNet / system roadmap with recommended changes.
3. Assist MN.IT staff in planning and implementing approved system roadmap changes into current environments.
4. Over the next 12 months MN.IT anticipates upgrading FileNet from the current 4.5.1 version to 5.x for all environments. We need consulting services to recommend design, preparation planning and implementation steps for the upgrades.
5. Provide technical support 7 x 24 x 365 to in-house FileNet technical team for all environments; Production, Test/Acceptance, and Integration.
6. Conduct quarterly assessments of the FileNet environment/status and relay findings via teleconference or online meeting with approved MN.IT staff which may include CIO and FileNet technical support team.
7. Provide a written monthly report recapping support calls, including but not limited to, call issue, resolution, persons involved and time spent.

8. Conduct semi-annual review of the FileNet environments/status and present recommended upgrades or changes based on industry best practices. Teleconference and/or online presentation are an acceptable venue for this deliverable.
9. Provide semi-annual updates to documented FileNet / system roadmap in format to be determined.

Project Milestones and Schedule

- Project Anticipated Start: July 10, 2013
Other estimated milestone dates are:
 - Initial visit, assessment & recommendations (if MN.IT resources deem necessary) - July – August 2013
 - Semi-Annual Review of Roadmap – September 2013 & February 2014
- End Date – June 30, 2014

Project Environment (State Resources)

- a) MN.IT has two technical resources primarily responsible for FileNet support for the Unemployment Insurance business that would be considered advanced level in their knowledge of FileNet. There are 3-6 resources in MN.IT that can be considered Subject Matter Experts on how the FileNet interacts with the Unemployment Insurance application.
- b) The vendor will also interact during the course of this contract with the CIO, Application Development Manager, and Application Development Supervisor for UI, and potentially project managers working with FileNet related projects. Most of these resources have limited to moderate technical experience with FileNet.
- c) The current UI environment is on stand- alone and virtualized servers and is FileNet P8 v. 4.5.1. Exact details of the infrastructure will be shared during the vendor initial kick-off meeting or visit. At a high level, there are 3 FileNet environments (Production, Test/Acceptance, and Integration). They are Windows Server 2008 R2, WebSphere 7.0 in a virtual environment with MSSQL 2008 databases in a Windows cluster.

Any questions the vendor has about our current or next environments should be asked by the deadline for questions. See the section ***Process Schedule*** below for deadlines.

Agency Project Requirements

- Vendor will be expected to stay abreast of FileNet upgrades and fixes, these should be communicated to MN.IT leadership and build these into the roadmap for maintaining the FileNet environments.
- Quarterly calls and semi-annual meetings should allow for knowledge transfer to MN.IT @ DEED technical staff as necessary.
- Vendor will be expected to ensure MN.IT's FileNet environment stays in compliance with applicable industry/agency standards

Responsibilities Expected of the Selected Vendor

- Vendor will work with the MN.IT Project Manager or other authorized individual to plan the quarterly and semi-annual meetings. Vendor will supply agenda in advance of meeting.
- Vendor will provide a written monthly report recapping support calls, including, but not limited to, call issue, resolution, persons involved, and time spent.
- Vendor monthly reports should also include any fixed fee charges for semi-annual meetings when they occur, as well as fixed fee charges for quarterly teleconference or online meetings.

Vendor will coordinate with a resource selected by MN.IT to approve monthly invoices against vendor reports for payment.

- Vendor will provide documentation to MN.IT technical staff when appropriate or requested (i.e. around updates).
- Prior to upgrades, vendor will assist MN.IT as needed with testing and acceptance criteria

Required Skills (These are to be scored as pass/fail requirements)

The Consultant must provide supporting documentation to meet the following requirements. If the requirements are not met the proposal will be removed from further consideration.

- Vendor must be approved in at least ONE of the Service Categories (Master Contract resource type(s)/ categories) listed on the cover page of this Statement of Work.
- Vendor must provide documentation showing they are a current IBM Software Value Plus partner for FileNet and the related services they can provide – i.e. Value-added reseller, Implementation and/or Technical Support Provider.
- Vendor must provide documentation showing all completed IBM professional certifications for FileNet for technicians assigned to this project.
- Vendor must provide at least one client reference where vendor provides/provided similar support as described in this Statement of Work.

Desired Skills

If a vendor can demonstrate the following, additional points may be added to their overall score. A vendor does not need to have all of these skills/experiences in order to submit a proposal.

An *extensive* history of providing similar support as described in this Statement of Work

Process Schedule

- | | |
|--|---|
| • Statement of Work Posted | Monday, June 3, 2013 |
| • Deadline for Questions | Monday, June 10, 2013, 12:00 pm (noon) CT |
| • Posted Response to Questions (anticipated) | Thursday, June 13, 2013, 5:00 pm CT |
| • Proposals due | Thursday, June 20, 2013 3:00 pm CT |
| • Anticipated proposal evaluation begins | Monday, June 24, 2013 |
| • Anticipated proposal evaluation & decision | Monday, July 1, 2013 |

Questions

Any questions regarding this Statement of Work should be submitted **via email only** by the deadline noted in the ***Process Schedule*** section to:

Name: Jim Nelson, Project Manager

Department: MN.IT@DEED

Email Address: Jim.T.Nelson@state.mn.us

All questions and responses will be posted according to the ***Process Schedule*** at the following website: (http://mn.gov/buyit/statements/mcp902ts_active.html).

SOW Evaluation Process

The following criteria will be used to evaluate vendor responses:

- Understanding of project and support requirements (25%)
- Company background and depth of support team, includes required/desired skills assessment (25%)
- Client reference(s) (20%)
- Cost (30%)

Proposal Submission Instructions

Email 1 copy of the proposal to the following email address no later than the time/date noted in the **Process Schedule** above: MN.IT_Contracts@state.mn.us

Subject line of the email should read: { *Vendor Name* } - FileNet Project and Support Proposal

Include a separate attachment for the Cost.

Subject line of the email should read: { *Vendor Name* } - FileNet Project and Support Cost

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

Response Requirements

Separate your proposal into the following sections. Do not include any information not requested, such as cover letters, marketing materials.

Section 1: Cover page with only the following information:

Vendor Company Name
Address
City, State, Zip
Company Contact Person
Contact person's email & phone information

Section 2: Understanding of project

- A. Based on your company's experience in implementing projects and providing FileNet support, describe any changes or additional support/tasks you feel should be included in order to maximize this contract.
- B. What is your typical level of service for on-demand support calls as described in this Statement of Work?
- C. Describe any assumptions or constraints you feel could impact this project.
- D. Based on the details from this SOW as well as your experience as a FileNet implementation or support provider, what do you feel will be the biggest challenge in completing this assignment?
- E. How do you plan on addressing this challenge?

25% of overall score

Section 3: Company background & depth of support team

- A. Describe your company's background in projects similar/the same as described in this Statement of Work. An *extensive* history of providing similar support as described in this Statement of Work will be valued and scored higher.
- B. Describe your company's team that will be working on this project / providing remote support and/or participating in the quarterly/semi-annual reviews. A general description of your organization should be included.
- C. State where the remote support technicians are located.

- D. Attach documentation showing your company is a current IBM Software Value Plus partner for FileNet and the related services your company can provide – i.e. Value-added reseller, Implementation and/or Technical Support Provider, etc.
- E. Attach documentation showing all IBM FileNet certifications for technicians that will be working on this contract.

25% of overall score

Section 4: Client References

- A. List at least one reference for work specific to this Statement of Work. Include:
 - reference name
 - company name and address
 - direct phone to reference
 - direct email address to reference
 - brief description of work performed

It will be up to the vendor to inform their references that they may be called.

20% of overall score

Section 5: Cost

Provide costs for each:

1. Conduct an initial investigation of current FileNet environments to become familiar with installation recommend any initial changes based on best practices. Include time to meet with MN.IT leadership to agree on monthly reporting formats, and details of how quarterly and semi-annual meetings should be conducted.
Fixed price, one time visit = _____
2. Provide technical support 7 x 24 x 365 to in-house FileNet technical team. MN.IT will determine how many hours will be included in the bank of encumbered support hours.
Hourly rate = _____
3. Provide a written monthly report recapping support calls, including, but not limited to, call issue, resolution, persons involved, and time spent. (format negotiable)
Fixed price = _____
4. Conduct quarterly assessments of the FileNet environment/status and relay findings via teleconference with MN.IT Agency CIO, technical support team or any other authorized MN.IT staff.
Fixed price = _____
5. Conduct semi-annual review of FileNet environment/status and recommend upgrades or changes based on industry best practices, including updates to documented FileNet/system roadmap.
Fixed price = _____

6. Provide consulting services to recommend design, preparation planning and implementation steps for upgrading DEED's three FileNet environments from P8 v. 4.5.1 to 5.x

Fixed price = _____

30% of overall score

Section 5: State Forms

- a) Conflict of Interest Statement

A statement certifying there are no known conflicts of interest with respect to this project, or if known, identification of those situations that may present an actual or potential conflict and how the contractor proposes to avoid the potential conflict.

- b) Affidavit of non-collusion

<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>

- c) Veteran-Owned/Service Disabled Veteran-Owned Preference Form

<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

- d) Targeted Group Preference Form

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat.

§ 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this SOW, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:
<http://mn.gov/oet/policies-and-standards/accessibility/>

Nonvisual Access Standards

Nonvisual access standards require:

1. The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
2. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

3. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
4. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelpline@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to **certified small businesses** that are **majority-owned and operated by**:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section [16C.19](#), paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, **attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All

storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.